

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

TRUSTEES OF BOSTON PLASTERERS AND CEMENT)  
MASONS LOCAL 534 ANNUITY FUND, et al., )  
 )  
Plaintiffs, )  
 ) C. A. NO. 05-11010-DPW  
v. )  
 )  
G&G PLASTER, EFIS & DRYWALL, INC. )  
 )  
Defendant. )  
\_\_\_\_\_ )

MOTION FOR ENTRY OF JUDGMENT

Now comes the plaintiffs and acting pursuant to F.R.C.P. 55(b)(1), move for Entry of Judgment by the Clerk ordering the Defendant, G&G Plaster, EFIS & Drywall, Inc. to pay to the plaintiffs the sum of \$29,494.91 in damages and taxable costs.

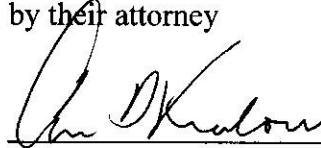
In support of this motion, the Plaintiffs represent that:

1. On December 7, 2005 copy of the complaint and Summons was served upon defendant, G&G Plaster, EFIS & Drywall, Inc.
2. With respect to the Complaint, Defendant never appeared, filed, answered or otherwise defended.
3. Plaintiffs request that the Defendant be defaulted pursuant to F.R.C.P. 55(a) because of its failure to file an answer or other responsive pleading to the Complaint or to otherwise defend against it was allowed by the Court, and the Defendant was defaulted on January 12, 2006.

4. Being a corporation the Defendant is neither an infant nor an incompetent person, nor in the military service of the United States.

5. The computation of damages and taxable costs owed by the Defendant is set forth in the Declaration of Harry Brousaides which is filed with the present motion.

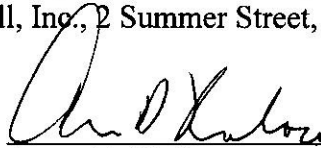
Plaintiffs  
by their attorney



Aaron D. Krakow  
KRAKOW & SOURIS, LLC  
225 Friend Street  
Boston, MA 02114  
(617) 723-8440

CERTIFICATE OF SERVICE

I, Aaron D. Krakow, hereby certify that I caused a copy of the foregoing to be mailed this date to G&G Plaster, EFIS & Drywall, Inc., 2 Summer Street, Wareham, MA 02571.



Aaron D. Krakow

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

TRUSTEES OF BOSTON PLASTERERS AND CEMENT)  
MASONS LOCAL 534 ANNUITY FUND, et al., )  
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Defendant. )  
\_\_\_\_\_ )

**JUDGMENT**

WOODLOCK, D.J.

Defendant, G&G Plaster, EFIS & Drywall, Inc. having failed to plead or otherwise defend in this action and default having been entered on January 12, 2006.

Now upon application of plaintiffs and declaration demonstrating that defendant owes plaintiffs the sum of \$28,482.01; that defendant is not an infant or incompetent person or in the military service of the United States, and that the plaintiffs have incurred costs and attorneys' fees in the sum of \$1,012.90 is hereby

**ORDERED, ADJUDGED AND DECREED** that plaintiffs recover from defendant G&G Plaster, EFIS & Drywall, Inc. the sum of \$29,494.91 with interest as provided by law.

\_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

TRUSTEES OF BOSTON PLASTERERS AND CEMENT)	)
MASONS LOCAL 534 ANNUITY FUND, PENSION	)
FUND AND HEALTH & WELFARE FUND,	)
	)
Plaintiffs,	)
	) C. A. NO. 05-11010-DPW
v.	)
	)
G&G PLASTER, EFIS & DRYWALL, INC.	)
	)
Defendant.	)
_____	)

DECLARATION OF DAMAGES AND TAXABLE COSTS

Harry Brousaides, being duly sworn, says:

1. That I am presently the Executive Director of Cement Masons Local 534 Pension Fund, Annuity Fund, Health & Welfare Fund and Labor Management Fund.

2. In that capacity I am responsible for receiving the amounts due to be paid to the said funds and to other employee benefit funds (referred to collectively as "the Funds") by the employers who have entered into collective bargaining agreements in which they have agreed to make contributions to the Funds.

3. Defendant G&G Plaster, EFIS & Drywall, Inc. has failed to make contributions and payments to the Funds for hours of work performed by its employees, and the Funds have calculated that defendant is delinquent in its contributions and payments due to the Funds based on those hours of work through February 2005 and the applicable hourly contribution rate or rates in the principal amount of \$22,877.12.

4. The collective bargaining agreement referenced above upon which defendant's contribution obligation is based provides for interest on delinquent contributions to be assessed

at the rate of 2% over prime, and such interest is also expressly mandated by law. 29 U.S.C. §1132(g)(2)(B).

5. The Funds have calculated the interest charges on the principal amount owed to the Funds by G&G Plaster, EFIS & Drywall, Inc. based on the applicable interest rate computed through December, 2005 to be \$1,029.47.

6. The collective bargaining agreement referenced above provides, in addition to interest, for liquidated damages to be assessed on delinquent contributions at the rate of 20% of the principal amount due in the event the Funds are required to sue to collect the delinquency, and such liquidated damages are also expressly mandated by law. 29 U.S.C. §1132(g)(2)(C).

7. The Funds have calculated the liquidated damages of 20% on the principal amount owed to be \$4,575.42.

8. The reasonable attorney's fees for instituting and prosecuting this action that are required by the relevant collective bargaining agreements and that are also expressly mandated by law, 29 U.S.C. §1131(g)(2)(D), are \$700.00.

9. The costs incurred by the Funds in bringing this action consisting of filing and service fees total \$312.90.

10. The total amount owed to the Funds by defendants consisting of the separate amounts listed in paragraphs 3 through 9 of this affidavit, totals \$29,494.91.

11. The defendant is neither an infant and/or an incompetent person, nor in the military services of the United States.

I declare under the penalties of perjury that the foregoing is true and correct this 25th day of January, 2006.

/s/ Harry Brousaides  
Harry Brousaides, Administrator